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April 14, 1997

Mrs. Blanca S. Bayo  
Director, Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

RE: Docket Nos. 960833-TP; 960846-TP

Dear Mrs. Bayo:

On April 9, 1997, BellSouth filed its Response to AT&T's Motion To Approve Final Arbitrated Interconnection Agreement. The Response makes reference to an Exhibit A and an Exhibit B. After filing the Response, we discovered that, through inadvertence, these exhibits were not attached to the Response that was filed.

I have enclosed the originals and fifteen copies of the Exhibit A and B. Please append them to the Response filed on April 9, 1997. I apologize for any inconvenience that we may have caused.

Sincerely,

*J. Phillip Carver* (KE)

J. Phillip Carver

- ACK
- AFA
- APP
- CAF
- CMU  *Notes*
- CTR
- EAG
- LEG  *2*
- LIN  *5*
- CPC
- RCH
- SEC  *1*
- WAS
- OTH

Enclosures

cc: All Parties of Record  
A. M. Lombardo  
R. G. Beatty  
W. J. Ellenberg

RECEIVED & FILED  
*[Signature]*  
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE  
03789 APR 14 1997  
FPSC-RECORDS/REPORTING

CERTIFICATE OF SERVICE  
DOCKET NOS. 960833-TP and 960846-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by Federal Express this 14th of April, 1997 to the following:

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J. Phillip Carver  
J. Phillip Carver (KR)

- 12.1 In providing Services and Elements, BellSouth will provide AT&T with the quality of service BellSouth provides itself and its end-users. BellSouth's performance under this Agreement shall provide AT&T with the capability to meet standards or other measurements that are at least equal to the level that BellSouth provides or is required to provide by law or its own internal procedures. BellSouth shall satisfy all service standards, measurements, and performance requirements set forth in the Agreement and the Direct Measures of Quality ("DMOQs") that are specified in Attachment 12 of this Agreement. In the event that BellSouth demonstrates that the level of performance specified in Attachment 12 of this Agreement are higher than the standards or measurements that BellSouth provides to itself and its end users pursuant to its own internal procedures, BellSouth's own level of performance shall apply.
- 12.2 The Parties acknowledge that the need will arise for changes to the DMOQ's specified in Attachment 12 during the term of this Agreement. Such changes may include the addition or deletion of measurements or a change in the performance standard for any particular metric. The parties agree to review all DMOQ's on a quarterly basis to determine if any changes are appropriate.
- 12.3 The Parties agree to monitor actual performance on a monthly basis and develop a Process Improvement Plan to continually improve quality of service provided as measured by the DMOQs.
- 12.4 **If AT&T request, in writing, a higher level of performance than BellSouth provides to its own subscribers, BellSouth shall inform AT&T, in writing, of the amount AT&T's desired performance level exceeds that which BellSouth provides to its subscribers as well as a reasonable estimate of what it would cost BellSouth to meet, measure, and report these standards. If AT&T then communicates, in writing, to BellSouth that it desires such higher levels of performance, AT&T shall pay BellSouth for the costs incurred in providing such higher level of service. Moreover, AT&T shall pay all mechanisms necessary to capture and report data, required to measure, report or track any performance measurement that BellSouth does not, as of the Effective Date, measure, report or track for itself or its own subscribers. In the event such system is not developed exclusively for AT&T, but rather is developed for use with other CLECs, as well as AT&T, BellSouth shall allocate to AT&T, on a competitively neutral basis, AT&T's share of the costs associated with such system.**

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36.1

**Charges for Multiple Network Elements**

Any BellSouth non-recurring and recurring charges shall not include duplicate charges or charges for functions or activities that AT&T does not need when two or more Network Elements are combined in a single order. BellSouth and AT&T shall work together to mutually agree upon the total non-recurring and recurring charge(s) to be paid by AT&T when ordering multiple Network Elements. **Further, negotiations between the parties should address the price of a retail service that is recreated by combining UNEs. Recombining UNEs shall not be used to under cut the resale price of the service recreated.** If the parties cannot agree to the total non-recurring and recurring charge(s) to be paid by AT&T when ordering multiple Network Elements within sixty (60) days of the Effective Date, either party may petition the Florida Public Service Commission to settle the disputed charge or charges.